

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS

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In Re:  
Darrell Graham,

**Chapter 11**  
**Case No: 07-11453-JNF**

Debtor

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AFFIDAVIT OF PROPOSED ATTORNEY

The undersigned hereby states that I am an attorney, admitted to practice in Massachusetts, and a member of the bar of the United States District Court and I maintain an office for the practice of law at 98 North Washington Street, Suite 104, Boston, Massachusetts 02114.

I, Kirk P. Rothemich, hereby state as follows:

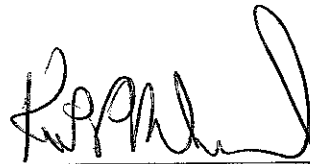
- (1) I am an attorney at law admitted to practice in the Commonwealth of Massachusetts and in the United States District Court for the District of Massachusetts since 1993.
- (2) I presently maintain an office for the practice of law at 98 North Washington Street, Suite 104, Boston, Massachusetts.
- (3) Neither I nor any member of my firm holds or represents any interest adverse to the estate of the above-named debtor.
- (4) I and each member of my firm are "disinterested persons" as that term is defined in 11 U.S.C. section 101(14).
- (5) Neither I nor any member of my firm have any connections with the Debtor, any creditor, or other party in interest, their respective attorney and accountants, except as follows:
  - (a) My practice shares its office suite with the practice of counsel for the Debtor, John F. Sommerstein; and
  - (b) I have occasionally covered hearings and meetings in the United States Bankruptcy Court on behalf of Attorney Sommerstein and his

client(s) on those occasions when Mr. Sommerstein has had scheduling conflicts.

- (6) I have not agreed to share with any person (except members of my firm) the compensation to be paid for the services rendered in this case, except as follows:  
NONE.
- (7) I have not been promised a retainer in this case. Pursuant to this office's agreement with the Debtor, I have agreed to represent the Debtor for a legal fee based on a contingency of 33.33% of any gross funds recovered, plus all fees and costs incurred by this office on behalf of the Debtor. The debtor has promised to pay said fees and costs. Please see a copy of the Contingency Fee Letter Agreement between Kirk P. Rothemich, Esq. and the Debtor attached hereto and incorporated herein by reference.
- (8) I shall amend this statement immediately upon my learning that (A) any of the within representations are incorrect or (B) there is any change of circumstance relating thereto.
- (9) I have reviewed the provisions of Massachusetts Local Bankruptcy Rule 2016-1.

I declare under penalty of perjury that the foregoing is true and correct

Dated this 20<sup>th</sup> day of June, 2007.



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Kirk P. Rothemich, Esq.  
98 North Washington Street, Suite 104  
Boston, Massachusetts 02114  
(617) 227-2755  
BBO#558292

**LAW OFFICE OF KIRK P. ROTHEMICH**  
**98 NORTH WASHINGTON STREET, SUITE 104**  
**BOSTON, MASSACHUSETTS 02114**  
**617-227-2755**  
**FAX 617 - 523-7484**

June 18, 2007

Mr. Darrell Graham  
93 Ormond Street  
Unit 2  
Boston, Massachusetts 02126

Re: Real Estate Title Dispute  
2993 Washington Street, Boston, Massachusetts

Dear Mr. Graham:

Thank you for providing this office with the opportunity to represent Darrell Graham relative to the real estate title dispute on the premises owned or formerly owned in fee simple by Darrel Graham at 2993 Washington Street, Boston, Massachusetts against his former counsel and closing attorney, Edwin Mejia, Esq., Stewart Title Insurance Company and such other responsible parties in this matter. This letter will describe the basis on which this office will provide legal services to you and how I will be compensated for my services.

As discussed, the legal fee for services will be 33.33% of any gross recovery of the client in this matter, excluding any filing fees, costs, or the necessary disbursements, which will also be deducted from the remaining amount recovered on behalf of the client. Reasonable costs, expenses and disbursements incurred by this office in performing the legal services, include, but are not limited to, photographs, copying, expert fees, filing fees, telephone charges, travel expenses, parking, postage, etc. are to be paid by the client. As we discussed, I will bill you for any costs incurred by this office. Payment of our billing statements is expected within thirty (30) days of the statement date, unless otherwise agreed to between the parties.

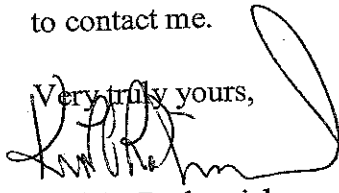
In the event you should choose to terminate or discharge this office prior to the conclusion of this representation, this office is entitled to be compensated for the reasonable costs of legal services at \$225.00 per hour up until the time of termination, including, but not limited to, the costs of services performed by this attorney and any reasonable expenses and disbursements described in the above noted paragraph. These costs, fees, expenses and distributions are due and payable immediately upon discharge. These fees and my employment are subject to United States Bankruptcy Court approval and this office will file the necessary documents in order to be properly employed.

Furthermore, I would like to mention that our relationship will be nothing less than professional; and to insure quality representation, all facts surrounding each matter must be fully discussed; so please do not hesitate to contact this firm with any concerns or to discuss any of these matters with us.

I pride myself on being responsive and efficient to my clients' needs, and you will be not exception. My style and philosophy is to provide my clients with efficient, professional and quality legal services and I will strive to represent your interest accordingly. I look forward to developing a mutually beneficial business relationship with you.

Finally, if the foregoing meets with your approval, please acknowledge the same by signing both the letters and returning one to me in the self-addressed, stamped envelope I have provided. If you have any questions regarding the above, please feel free to contact me.

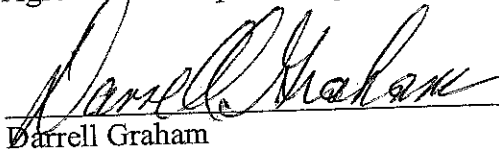
Very truly yours,



Kirk P. Rothemich

I hereby acknowledge that I have read the above engagement agreement, fully understand its contents, and agree to its terms and conditions stated herein.

Agreed and accepted this 18<sup>th</sup> day of June, 2007.



Darrell Graham